

THE COMPANIES ACTS 2006

PUBLIC COMPANY LIMITED BY SHARES

# ARTICLES OF ASSOCIATION OF DELCAM PLC

ADOPTED BY SPECIAL RESOLUTION ON 15 JANUARY 2014

NO. 2311487



COMPANIES HOUSE



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*P. T. M.  
15 January 2014*

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Company Number 2311487

THE COMPANIES ACT 2006

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ARTICLES OF ASSOCIATION

of

DELCAM PLC

[TO BE ADOPTED BY SPECIAL RESOLUTION ON 15 JANUARY 2014]

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**PRELIMINARY**

**1 Table A and Model Code not to apply**

- 1.1 Neither the model articles for public companies limited by shares contained in Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229), Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended, nor any similar regulations in any other legislation relating to companies, shall apply to the Company.

**2 Interpretation**

- 2.1 In these articles, unless the contrary intention appears the following definitions apply

“2006 Act” means the Companies Act 2006;

“Acts” means the Companies Acts as defined in section 2 of the 2006 Act;

“address” includes, in relation to electronic communications, any number or address used for the purposes of such communications;

“AIM” the AIM market operated by the London Exchange;

“AIM Rules” means the AIM rules for companies issued by the London Stock Exchange from time to time;

“these articles” means these articles of association, as amended from time to time;

“board” means the board of directors for the time being of the Company,

**“clear days”** means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**“committee”** means a committee of the board;

**“communication”** has the same meaning as in section 15 of the Electronic Communications Act;

**“Company”** means Delcam plc;

**“Company’s website”** means the website, operated or controlled by the Company, which contains information about the Company in accordance with the Statutes;

**“director”** means a director for the time being of the Company,

**“electronic communication”** has the same meaning as in section 15 of the Electronic Communications Act;

**“Electronic Communications Act”** means the Electronic Communications Act 2000 (as amended from time to time);

**“holder”** in relation to any share means the member whose name is entered in the register as the holder of that share;

**“in electronic form”** means in a form specified by section 1168(3) of the 2006 Act and otherwise complying with the provisions of that section;

**“information rights”** has the meaning given to that expression in section 146(3) of the 2006 Act;

**“London Stock Exchange”** means London Stock Exchange plc;

**“market nominee”** means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange within the meaning of section 778 of the 2006 Act;

**“office”** means the registered office for the time being of the Company;

**“nomination notice”** means a notice given by a member to the Company that another person is entitled to enjoy information rights and to receive shareholder information which that member is entitled to enjoy or to receive;

**“paid up”** means paid up or credited as paid up;

**“person entitled by transmission”** means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;

**“register”** means the register of members of the Company;

**“seal”** means any common seal of the Company or any official seal or securities seal which the Company may have or be permitted to have under the Statutes;

**“secretary”** means the secretary of the Company or, if there are joint secretaries, any of the joint secretaries and includes an assistant or deputy secretary and any

person appointed by the board to perform any of the duties of the secretary of the Company;

**“shareholder”** means the holder of share(s) from time to time,

**“Shareholder information”** means any notices, documents or information which the Company wishes or is required to communicate to shareholders including annual reports and accounts, interim financial statements, summary financial statements, notices of meetings and proxy forms;

**“special resolution”** means a resolution of the Company passed as a special resolution in accordance with the 2006 Act by a majority of 75 per cent of the votes cast on that resolution;

**“Statutes”** means the Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies and affecting the Company (including the Electronic Communications Act); and

**“website communication”** means the publication of a notice or other shareholder information on the Company’s website in accordance with Part 4 of Schedule 5 to the 2006 Act

- 2.2 Any reference in these articles to an uncertificated share, or to a share being held in uncertificated form, means a share which is for the time being recorded on the register as being held in uncertificated form, and any reference to a certificated share means any share other than an uncertificated share.
- 2.3 Any other words or expressions defined in the Acts or, if not defined in the Acts, in any other of the Statutes (in each case as in force on the date of adoption of these articles) have the same meaning in these articles except that the word “company” (where not referring to the Company) includes any body corporate.
- 2.4 Any reference elsewhere in these articles to any statute or statutory provision includes a reference to any modification or re-enactment of it for the time being in force.
- 2.5 In these articles words importing the singular number include the plural number and vice versa, words importing one gender include the other gender and words importing persons include bodies corporate and unincorporated associations.
- 2.6 In these articles the words and phrases “other”, “include”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.
- 2.7 Any reference in these articles to writing includes a reference to any method of reproducing words on paper and any reference to a notice, consent or approval being given in a similar way to writing shall mean one given or sent by facsimile or other electronic means (whether in use when these articles are adopted or developed subsequently) capable of reproducing words in a visible and non-transitory form.
- 2.8 Any reference in these articles to a signature includes a signature printed or reproduced by mechanical, electronic or other means or any stamp or other distinctive marking made by or with the authority of the person required to sign the document to indicate it is approved by that person.



- 2.9 Any reference in these articles to a document being sealed or executed under seal or under the common seal of any company (including the Company) or any similar expression includes a reference to its being executed in any other manner which has the same effect as if it were executed under seal.
- 2.10 Any reference in these articles to a meeting shall not be taken as requiring more than one person to be present in person if any quorum requirement can be satisfied by one person.
- 2.11 Where the Company has a power of sale or other right of disposal in relation to any share, any reference in these articles to the power of the Company or the board to authorise a person to transfer that share to or as directed by the person to whom that share has been sold or disposed of shall, in the case of an uncertificated share, be deemed to include a reference to such other action as may be necessary to enable that share to be registered in the name of that person or as directed by him.
- 2.12 Subject to the Statutes, a special resolution shall be effective for any purpose for which an ordinary resolution is expressed by these articles to be required.
- 2.13 Headings to these articles are inserted for convenience only and shall not affect construction.

## **SHARE CAPITAL**

### **3 Liability of members**

- 3.1 The liability of the Company's shareholders is limited to the amount, if any, unpaid on the shares held by them.

### **4 Rights attached to shares**

- 4.1 Subject to the Statutes and to the rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution is in effect or so far as the resolution does not make specific provision, as the board may decide.

### **5 Directors' power to deal with shares**

- 5.1 Subject to the Statutes, these articles and any resolution of the Company, the board may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise deal with or dispose of shares to such persons, at such times and generally on such terms as the board may decide.

### **6 Authority to allot shares and other securities**

- 6.1 The Company may from time to time pass an ordinary resolution authorising, in accordance with section 551 of the 2006 Act, the board to exercise all the powers of the Company to allot shares in the company or to grant rights to subscribe for or to convert any security into shares in the company and:
- (a) on the passing of the resolution the board shall be generally and unconditionally authorised to allot those shares or to grant those rights to subscribe for or to convert any security into shares up to the nominal amount specified in the resolution; and

- (b) unless previously revoked, the authority shall expire on the day specified in the resolution (not being more than five years after the date on which the resolution is passed),

but any authority given under this article shall allow the Company, before the authority expires, to make an offer or agreement which would or might require shares to be allotted after it expires.

## **7 Dis-application of pre-emption rights**

- 7.1 Subject to the board being generally authorised to allot shares or grant rights to subscribe for or to convert any security into shares in accordance with section 551 of the 2006 Act, the Company may from time to time resolve, by a special resolution, that the board be given power to allot equity securities for cash and, on the passing of the resolution, the board shall have power to allot (in accordance with that authority) equity securities for cash as if section 561(1) of the 2006 Act did not apply to the allotment but that power shall be limited:

- (a) to the allotment of equity securities in connection with a rights issue; and
- (b) to the allotment (other than in connection with a rights issue) of equity securities having a nominal amount not exceeding in aggregate the sum specified in the special resolution,

and unless previously revoked, that power shall (if so provided in the special resolution) expire on the date specified in the special resolution of the Company. The Company may before the power expires make an offer or agreement which would or might require equity securities to be allotted after it expires.

- 7.2 For the purposes of this article.

- (a) “equity security” has the meaning given to that expression in section 560(1) of the 2006 Act; and
- (b) “rights issue” means an offer or issue to or in favour of holders of ordinary shares on the register on a date fixed by the board where the equity securities respectively attributable to the interests of all those holders are proportionate (as nearly as practicable) to the respective number of ordinary shares held by them on that date but the board may make such exclusions or other arrangements as the board considers expedient in relation to fractional entitlements or legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange.

## **8 Power to pay commission and brokerage**

- 8.1 Subject to the provisions of the Statutes and the AIM Rules, the Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred by the Statutes.

## **9 Power to consolidate and sub-divide shares**

- 9.1 The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares; and

- (b) sub-divide its shares, or any of them, into shares of smaller amount than the existing shares, but so that the proportion between the amount paid up and the amount (if any) not paid up on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

9.2 A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the Company has power to attach to new shares.

9.3 If as a result of any consolidation of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit and in particular may (on behalf of those members) aggregate and sell the shares representing the fractions to any person (including, subject to the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members (except that any proceeds in respect of any holding less than a sum fixed by the board may be retained for the benefit of the Company). For the purpose of any such sale the board may authorise a person to transfer the shares to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money and the title of the new holder to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.

## **10 Power to issue redeemable shares**

10.1 Subject to the Statutes, any share may be issued on terms that it is to be redeemed or is liable to be redeemed at the option of the Company or the holder.

## **11 Power to reduce capital**

11.1 Subject to the Statutes and to any rights conferred on the holders of any class of shares, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

## **12 Trusts not recognised**

12.1 Except as required by law or these articles, no person shall be recognised by the Company as holding any share on any trust and the Company shall not be bound by or required to recognise (even when having notice of it) any interest in or in respect of any share, except the holder's absolute right to the entirety of the share.

## **VARIATION OF RIGHTS**

### **13 Variation of rights**

13.1 Whenever the capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied in such manner as those rights may provide or (if no such provision is made) either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class or with the authority of a special resolution passed at a separate general meeting of the holders of those shares held in accordance with article 27 below.

13.2 Unless otherwise expressly provided by the rights attached to any class of shares

those rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or by the purchase or redemption by the Company of any of its own shares.

## **TRANSFERS OF SHARES**

### **14     Right to transfer shares**

- 14.1 Subject to the restrictions in these articles, a member may transfer all or any of his shares in any manner which is permitted by the Statutes and is from time to time approved by the board.

### **15     Transfers of uncertificated shares**

- 15.1 The Company shall register the transfer of any shares held in uncertificated form in accordance with the Statutes.
- 15.2 The board may, in its absolute discretion and without giving any reason for its decision, refuse to register any transfer of an uncertificated share where permitted by the Statutes.

### **16     Transfers of certificated shares**

- 16.1 An instrument of transfer of a certificated share may be in any usual form or in any other form which the board may approve and shall be signed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee.
- 16.2 The board may, in its absolute discretion and without giving any reason for its decision, refuse to register any instrument of transfer of a certificated share:
- (a) which is not fully paid up but, in the case of a class of shares which are admitted to trading on AIM, not so as to prevent dealings in those shares from taking place on an open and proper basis, or
  - (b) any transfer of a share on which the Company has a lien.
- 16.3 The board may also refuse to register any instrument of transfer of a certificated share unless it is:
- (a) left at the office, or at such other place as the board may decide, for registration; and
  - (b) accompanied by the certificate for the shares to be transferred (except where the shares are registered in the name of a market nominee and no certificate has been issued for them) and such other evidence (if any) as the board may reasonably require to prove the title of the intending transferor or his right to transfer the shares.
- 16.4 All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the board refuses to register shall (except in any case where fraud or any other crime involving dishonesty is suspected in relation to that transfer) be returned to the person presenting it.

**17     Other provisions relating to transfers**

- 17.1 No fee shall be charged for registration of a transfer or other document or instruction relating to or affecting the title to any share.
- 17.2 The transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect of that share.
- 17.3 The board may refuse to register any transfer unless it is in respect of only one class of shares.
- 17 4 Nothing in these articles shall preclude the board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.
- 17.5 Subject to section 771 of the 2006 Act, the registration of the transfer of any shares or of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the board may decide.
- 17 6 Unless otherwise agreed by the board in any particular case, the maximum number of persons who may be entered on the register as joint holders of a share is four.
- 17 7 If and so far as permitted by any applicable law or by any rule or regulation of any applicable authority or of any stock exchange on which shares of the Company are listed or dealt in the directors may refuse to register any transfer of any shares in the Company or any person as a member of the Company if that transfer or membership would subject the Company to the registration requirements of the Investment Company Act of 1940, as amended, of the United States of America or violate restrictions imposed with a view to ensuring compliance with that Act, and the directors may require a member of the Company or a proposed transferee of shares in the Company to provide to the directors such information regarding the ownership of shares in the Company as the directors shall require in such form as the directors shall require with regard to compliance with the Investment Company Act 1940 of the United States of America or any such restrictions, whether as a condition of that registration or otherwise.

**18     Notice of refusal**

- 18 1 If the board refuses to register a transfer of a share it shall, within two months after the date on which the instrument of transfer was lodged or the Operator-instruction was received, send to the transferee notice of, together with the reasons for, the refusal.

**TRANSMISSION OF SHARES**

**19     Transmission on death**

If a member dies, the survivor, where the deceased was a joint holder, and his personal representatives where he was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares, but nothing in these articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly.

**20     Election of person entitled by transmission**

- 20.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law

may, on producing such evidence as the board may require and subject as provided in this article, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the holder of the share.

- 20.2 If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute a transfer of the share to that person or shall execute such other document or take such other action as the board may require to enable that person to be registered.
- 20.3 The provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer or other document or action as if it were a transfer effected by the person from whom the title by transmission is derived and the event giving rise to that transmission had not occurred.

## **21 Rights of person entitled by transmission**

- 21.1 A person becoming entitled to a share in consequence of a death or bankruptcy or of any other event giving rise to a transmission by operation of law shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share and shall have the same rights in relation to the share as he would have if he were the holder of that share except that, until he becomes the holder, he shall not be entitled to attend or vote at any general meeting of the Company in relation to that share.
- 21.2 The board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and, if after ninety days the notice has not been complied with, the board may withhold payment of all dividends or other moneys payable in respect of that share until the requirements of the notice have been complied with.

## **UNCERTIFICATED SHARES - GENERAL POWERS**

### **22 Uncertificated shares - general powers**

- 22.1 In relation to any share which is for the time being held in uncertificated form:
- (a) the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these articles or otherwise in effecting any actions and the board may from time to time determine the manner in which any such powers, functions and actions shall be so exercised or effected;
  - (b) any provision in these articles which is inconsistent with:
    - (i) the holding or transfer of that share in the manner prescribed or permitted by the Statutes;
    - (ii) any other provision of the Statutes relating to shares held in uncertificated form; or
    - (iii) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,shall not apply,

- (c) the Company may, by notice in writing to the holder of that share, require that holder to change the form of that share to certificated form within such period as may be specified in the notice; and
  - (d) the Company shall not issue a certificate.
- 22.2 For the purpose of effecting any actions by the Company, the board may determine that shares held by a person in uncertificated form shall be treated as a separate holding from shares held by that person in certificated form.

## DISCLOSURE OF INTERESTS IN SHARES

### 23 Disclosure of interests in shares

- 23.1 This article applies where the Company gives to the holder of a share or to any person appearing to be interested in a share a notice requiring any of the information mentioned in section 793 of the 2006 Act (a “section 793 notice”). A section 793 notice may be given in writing or in a similar way.
- 23.2 If a section 793 notice is given by the Company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder of that share, but the accidental omission to do so or the non-receipt of the copy by the holder shall not prejudice the operation of the following provisions of this article.
- 23.3 If the holder of, or any person appearing to be interested in, any share has been given a section 793 notice and, in respect of that share (a “default share”), has been in default for a period of 14 days after the section 793 notice has been given in supplying to the Company the information required by the section 793 notice, the restrictions referred to below shall apply. Those restrictions shall continue for the period specified by the board, being not more than seven days after the earlier of.
- (a) the Company being notified that the default shares have been sold by way of a market transfer; or
  - (b) due compliance, to the satisfaction of the board, with the section 793 notice.
- 23.4 The board may waive the above restrictions, in whole or in part, at any time.
- 23.5 The restrictions referred to above are as follows:
- (a) if the default shares in which any one person is interested or appears to the Company to be interested represent less than 0.25 per cent. of the issued shares of the class, the holders of the default shares shall not be entitled, in respect of those shares, to attend or to vote, either personally or by proxy, at any general meeting of the Company; or
  - (b) if the default shares in which any one person is interested or appears to the Company to be interested represent at least 0.25 per cent. of the issued shares of the class, the holders of the default shares shall not be entitled, in respect of those shares:
    - (i) to attend or to vote, either personally or by proxy, at any general meeting of the Company,

- (ii) to receive any dividend or other distribution; or
  - (iii) to transfer or agree to transfer any of those shares or any rights in them.
- 23.6 The restrictions in article 23.5 (a) and (b) above shall not prejudice the right of either the member holding the default shares or, if different, any person having a power of sale over those shares to sell or agree to sell those shares by way of a market transfer.
- 23.7 If any dividend or other distribution is withheld under article 23.5(b) above, the member shall be entitled to receive it as soon as practicable after the restriction ceases to apply.
- 23.8 If, while any of the restrictions referred to above apply to a share, another share is allotted in right of it (or in right of any share to which this paragraph applies), the same restrictions shall apply to that other share as if it were a default share. For this purpose, shares which the Company allots, or procures to be offered, *pro rata* (disregarding fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with issuing or offering shares outside the United Kingdom) to holders of shares of the same class as the default share shall be treated as shares allotted in right of existing shares from the date on which the allotment is unconditional or, in the case of shares so offered, the date of the acceptance of the offer.
- 23.9 For the purposes of this article:
  - (a) a “market transfer” in relation to any share is a transfer:
    - (i) by way of a sale of the share on a recognised investment exchange (as defined in the Financial Services Act 1986) or on any stock exchange outside the United Kingdom on which shares of that class are listed or normally traded; or
    - (ii) by way of a sale of the whole beneficial interest in the share to a person whom the board is satisfied is unconnected with the existing holder or with any other person appearing to be interested in the share; or
    - (iii) by way of acceptance of or in accordance with a takeover offer (as defined in section 974 of the 2006 Act) which relates to the share (including by way of compulsory acquisition of a share in accordance with section 979 of the 2006 Act);
  - (b) the percentage of the issued shares of a class represented by a particular holding shall be calculated by reference to the shares in issue at the time when the section 793 notice is given; and
  - (c) a person shall be treated as appearing to be interested in any share if the Company has given to the member holding such share a section 793 notice and either (i) the member has named the person as being interested in the share or (ii) (after taking into account any response to any section 793 notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the share.



- 23.10 The provisions of this article are without prejudice to the provisions of section 794 of the 2006 Act and, in particular, the Company may apply to the court under section 794 whether or not these provisions apply or have been applied.

## **GENERAL MEETINGS**

### **24 Annual general meetings**

- 24.1 The board shall convene and the Company shall hold annual general meetings in accordance with the Statutes.

### **25 General meetings**

- 25.1 All general meetings other than annual general meetings shall be called general meetings.

### **26 Convening of general meetings**

- 26.1 The board may convene a general meeting whenever it thinks fit.
- 26.2 A general meeting may also be convened in accordance with article 65
- 26.3 A general meeting shall also be convened by the board on the requisition of members under the Statutes or, in default, may be convened by such requisitionists, as provided by the Statutes.
- 26.4 The board shall comply with the Statutes regarding the giving and the circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the Company

### **27 Separate general meetings**

- 27.1 Subject to these articles and to any rights for the time being attached to any class of shares in the Company, the provisions of these articles relating to general meetings of the Company (including, for the avoidance of doubt, provisions relating to the proceedings at general meetings or to the rights of any person to attend or vote or be represented at general meetings or to any restrictions on these rights) shall apply, *mutatis mutandis*, in relation to every separate general meeting of the holders of any class of shares in the Company, except that:
- (a) the quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class;
  - (b) at an adjourned meeting the quorum shall be one person holding shares of the class or his proxy;
  - (c) every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him; and
  - (d) a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

## **NOTICE OF GENERAL MEETINGS**

### **28     Length and form of notice**

- 28.1 An annual general meeting shall be called by not less than twenty-one clear days' notice. Subject to section 307A of the 2006 Act, all other general meetings may be called by not less than fourteen clear days' notice.
- 28.2 The notice shall specify:
- (a) if the meeting is an annual general meeting, that the meeting is an annual general meeting;
  - (b) the day, time and place of the meeting,
  - (c) in the case of special business, the general nature of the business to be transacted;
  - (d) if the meeting is convened to consider a special resolution, the intention to propose the resolution as such; and
  - (e) with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, to speak and to vote instead of him and that a proxy need not also be a member.
- 28.3 Notice of every general meeting shall be given to all members other than any who, under these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.

### **29     Omission or non-receipt of notice**

- 29.1 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice shall not invalidate the proceedings of that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

### **30     Quorum**

- 30.1 No business shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.
- 30.2 Except as otherwise provided by these articles two members present in person or by proxy and entitled to vote on a poll shall be a quorum.
- 30.3 If within fifteen minutes from the time fixed for holding a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case and provided that no business is to be dealt with at the adjourned meeting the general nature of which was not stated in the notice of the original meeting, it shall stand adjourned until at least 10 days after the original meeting (or, if that day is a holiday, to the next working day) and at the same time and place as the original meeting, or, subject to article 35.4, to such other day, and at such other time and place, as the board may decide.
- 30.4 If at an adjourned meeting a quorum is not present within fifteen minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

### **31     Security**

- 31.1   The board may make any security arrangements which it considers appropriate relating to the holding of a general meeting of the Company including arranging for any person attending a meeting to be searched and for items of personal property which may be taken into a meeting to be restricted. A director or the secretary may refuse entry to a meeting to any person who refuses to comply with any such arrangements.

### **32     Chairman**

- 32.1   At each general meeting, the chairman of the board (if any) or, if he is absent or unwilling, the deputy chairman (if any) of the board or (if more than one deputy chairman is present and willing) the deputy chairman who has been longest in that office shall preside as chairman of the meeting. If neither the chairman nor deputy chairman is present and willing, one of the other directors selected for the purpose by the directors present or, if only one director is present and willing, that director, shall preside as chairman of the meeting. If no director is present within fifteen minutes after the time fixed for holding the meeting or if none of the directors present is willing to preside as chairman of the meeting, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.

### **33     Directors entitled to attend and speak**

- 33.1   Whether or not he is a member, a director shall be entitled to attend and speak at any general meeting of the Company.

### **34     Resolutions and amendments**

- 34.1   Subject to the Statutes, a resolution may only be put to the vote at a general meeting if the chairman of the meeting in his absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.
- 34.2   In the case of a resolution to be proposed as a special resolution, no amendment may be made, at or before the time at which the resolution is put to the vote, to the form of the resolution as set out in the notice of meeting, except to correct a patent error or as may otherwise be permitted by law.
- 34.3   In the case of a resolution to be proposed as an ordinary resolution no amendment may be made, at or before the time at which the resolution is put to the vote, unless:
- (a)   in the case of an amendment to the form of the resolution as set out in the notice of meeting, written notice of the intention to move the amendment is lodged at the office no later than 48 hours before the time fixed for the holding of the relevant meeting; or
  - (b)   in any case, the chairman of the meeting in his absolute discretion otherwise decides that the amendment or amended resolution may properly be put to the vote
- 34.4   The giving of written notice under subparagraph (a) above shall not prejudice the power of the chairman of the meeting to rule the amendment out of order.

34.5 With the consent of the chairman of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

34.6 If the chairman of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or on the resolution in question shall not be invalidated by any error in his ruling. Any ruling by the chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

### **35 Adjournment**

35.1 With the consent of any general meeting at which a quorum is present the chairman of the meeting may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place.

35.2 In addition, the chairman of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place if, in his opinion, it would facilitate the conduct of the business of the meeting to do so.

35.3 Nothing in this article shall limit any other power vested in the chairman of the meeting to adjourn the meeting.

35.4 Whenever a meeting is adjourned for thirty days or more or *sine die*, at least fourteen clear days' notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting but otherwise no person shall be entitled to any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

35.5 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place

### **36 Meeting at more than one place**

36.1 A general meeting may be held at more than one place if:

- (a) the notice convening the meeting specifies that it shall be held at more than one place;
- (b) the board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one place; or
- (c) it appears to the chairman of the meeting that the place of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend.

36.2 A general meeting held at more than one place is duly constituted and its proceedings are valid if (in addition to the other provisions of these articles relating to general meetings) the chairman of the meeting is satisfied that there are adequate facilities to enable each person present at each place to:

- (a) participate in the business for which the meeting has been convened;
- (b) hear and see all persons present who speak, whether by the use of microphones, loud-speakers, audio-visual communications equipment or

otherwise (whether in use when these articles are adopted or developed subsequently); and

- (c) have access to all documents which are required by the Statutes and these articles to be made available at the meeting.

36.3 Each member present at each place in person or by proxy and entitled to vote on a poll shall be counted in the quorum for, and shall be entitled to vote at, the meeting. The meeting is deemed to take place at the place at which the chairman of the meeting is present.

### **37 Method of voting and demand for poll**

37.1 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before, or immediately after the declaration of the result of, the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

- (a) the chairman of the meeting; or
- (b) at least five members present in person or by proxy having the right to vote on the resolution; or
- (c) a member or members present in person or by proxy representing in aggregate not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution; or
- (d) a member or members present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right,

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

37.2 No poll may be demanded on the appointment of a chairman of the meeting.

37.3 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and the demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

37.4 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

37.5 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

### **38     How the poll is to be taken**

- 38.1 If a poll is demanded (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within thirty days after the meeting), at such place and in such manner as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be members).
- 38.2 A poll demanded on a question of adjournment shall be taken at the meeting without adjournment.
- 38.3 It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.
- 38.4 On a poll votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 38.5 The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

### **39     No chairman's casting vote**

- 39 1 In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall not be entitled to a further or casting vote in addition to any other vote or votes to which he may be entitled.

## **VOTES OF MEMBERS**

### **40     Voting rights**

- 40.1 Subject to these articles and to any special rights or restrictions as to voting for the time being attached to any class of shares in the Company:
- (a) on a show of hands:
    - (i) every member present shall have one vote;
    - (ii) every proxy present who has been duly appointed by one or more members (who are not otherwise present and voting on that show of hands) has one vote but if:
      - (A) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and
      - (B) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it,then the proxy shall have one vote for and one vote against the resolution; and
  - (b) on a poll, every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

#### **41 Representation of corporations**

- 41.1 Any corporation which is a member of the Company may, by resolution of its board or other governing body, authorise any person to act as its representative at any general meeting of the Company and the representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member present at the meeting in person, including power to vote on a show of hands or on a poll and to demand or concur in demanding a poll. The board or any director or the secretary may (but shall not be bound to) require evidence of the authority of any such representative.

#### **42 Voting rights of joint holders**

- 42.1 If more than one of the joint holders of a share tenders a vote on the same resolution, whether in person or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s); and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

#### **43 Voting rights of members incapable of managing their affairs**

- 43.1 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, *curator bonis* or other person in the nature of a receiver or *curator bonis* appointed by that court, and the receiver, *curator bonis* or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming the right to vote shall be produced at the office (or at such other place as may be specified for the deposit of instruments appointing a proxy) not later than the last time by which an instrument appointing a proxy must be deposited in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

#### **44 Voting rights suspended where sums overdue**

- 44.1 Unless the board otherwise decides, a member shall not be entitled to vote, either in person or by proxy, at any general meeting of the Company in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.

#### **45 Objections to admissibility of votes**

- 45.1 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at the relevant meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

### **PROXIES**

#### **46 Proxies**

- 46.1 A proxy need not be a member of the Company and a member holding more than one share may appoint up to one proxy in relation to each share held to attend on

the same occasion.

46.2 Receipt by the Company of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned.

46.3 No instrument of proxy shall be valid except for the meeting mentioned in it and any adjournment of that meeting (including on any poll demanded at the meeting or any adjourned meeting).

**47 Form of proxy**

47.1 An instrument appointing a proxy shall be in any usual or common form or any other form which the board shall from time to time approve or accept.

47.2 The instrument appointing a proxy shall be in writing signed by the appointor, or his agent duly authorised in writing, or, if the appointor is a corporation, shall either be executed under its common seal or be signed by some agent or officer authorised for that purpose. The signature need not be witnessed. The board may, but shall not be bound to, require evidence of the authority of any such agent or officer.

**48 Deposit of proxy**

48.1 The instrument appointing a proxy shall:

- (a) in the case of an appointment otherwise than by electronic communication, be deposited at the office (or at such other place as may be specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to that meeting) at least 48 hours before the time fixed for holding the meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment by electronic communication where an address has been specified for the purpose of receiving appointments by electronic communication (i) in the notice convening the meeting, (ii) in any instrument of proxy sent out by the Company in relation to the meeting or (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address at least 48 hours before the time fixed for holding the meeting at which the person named in the instrument proposes to vote,
- (c) in the case of a poll taken more than 48 hours after it is demanded or in the case of an adjourned meeting to be held more than 48 hours after the time fixed for holding the original meeting, shall be deposited at the office (or at such other place as may be specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting) at least 24 hours before the time fixed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned meeting; or
- (d) in the case of a poll which is not taken at the meeting at which it is demanded but is taken 48 hours or less after it is demanded, or in the case of an adjourned meeting to be held 48 hours or less after the time fixed for holding the original meeting, shall be deposited:



- (i) in the case of an appointment otherwise than by electronic communication, at the meeting at which the poll is demanded or, as the case may be, at the original meeting, to the chairman of the meeting or the secretary or any director or as directed at the meeting by the chairman of the meeting; or
  - (ii) in the case of an appointment by electronic communication, at the address notified by the Company for such purposes.
- 48.2 In calculating the periods mentioned in this article 48 the directors may determine that no account shall be taken of any part of a day that is not a working day.
- 48.3 In the case of an instrument signed by an agent of a member who is not a corporation, there shall also be deposited, in the manner set out in article 48.1 above, the authority under which the instrument is signed or an office copy of it or a copy of it certified in accordance with section 3 Powers of Attorney Act 1971.
- 48.4 In the case of an instrument signed by an officer or other agent of a corporation, the board may also require there to be deposited, in the manner set out in article 48.1 above, the authority under which the instrument is signed, or a notarially certified copy of it, or such other authorities or documents as shall be specified in the notice of the relevant meeting or in any instrument of proxy issued by the Company in connection with the relevant meeting.
- 48.5 The board may decide, either generally or in any particular case, to treat an instrument of proxy or any of the documents required under articles 48.3 or 48.4 above as properly deposited for the purposes of this article if a copy of the instrument or other document is sent by facsimile transmission to the office (or to such other place as may be specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting).
- 48.6 If the instrument of proxy and any of the documents required under articles 48.3 or 48.4 above are not deposited in the manner required above, the person named in the instrument of proxy shall not be entitled to vote in respect of the shares in question.
- 48.7 If two or more valid but differing instruments of proxy are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.
- 49 Notice of revocation of authority**
- 49.1 A vote given or poll demanded by proxy or by a representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll or (until entered in the register) the transfer of the share in respect of which the appointment of the relevant person was made unless notice of the termination was received at the office (or at such other place at which the instrument of proxy was duly received) at least six hours before the time fixed for holding the relevant meeting or adjourned meeting or, in the case of a poll not taken on the same day as the meeting or adjourned meeting, before the time fixed for taking the poll.

## **DIRECTORS**

### **50     Number of directors**

- 50.1 The directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than three.

### **51     Directors need not be members**

- 51.1 A director need not be a member of the Company.

## **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

### **52     Appointment of directors by the Company**

- 52.1 Subject to these articles, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles
- 52.2 No person (other than a director retiring in accordance with these articles) shall be appointed or re-appointed a director at any general meeting unless:
- (a) he is recommended by the board; or
  - (b) not less than seven nor more than forty-two days before the date appointed for the meeting there has been given to the Company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the appointment of that person, stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be appointed.

### **53     Separate resolutions for appointment of each director**

- 53.1 Every resolution of a general meeting for the appointment of a director shall relate to one named person and a single resolution for the appointment of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

### **54     The board's power to appoint directors**

- 54.1 The board may appoint any person who is willing to act to be a director, either to fill a vacancy or by way of addition to their number, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

### **55     Retirement of directors**

- 55.1 At each annual general meeting any director then in office who:
- (a) has been appointed by the board since the previous annual general meeting; or
  - (b) was not appointed or reappointed at one of the then nearest two preceding annual general meetings,

shall retire from office but shall be eligible for re-appointment.

- 55.2 A retiring director shall (unless he is removed from office or his office is vacated in accordance with these articles) retain office until the close of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.
- 55.3 If the Company, at any meeting at which a director retires in accordance with these articles, does not fill the office vacated by that director, the retiring director, if willing to act, shall be deemed to be re-appointed, unless at the meeting a resolution is passed not to fill the vacancy or to appoint another person in his place or unless the resolution to re-appoint him is put to the meeting and lost

## **56 Removal of directors**

- 56.1 The Company may by ordinary resolution, remove any director before his period of office has expired notwithstanding anything in these articles or in any agreement between him and the Company.
- 56.2 A director may also be removed from office by giving him notice to that effect signed by or on behalf of not less than three quarters of the other directors (or their alternates), being not less than three in number
- 56.3 Any removal of a director under this article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him and the Company.

## **57 Vacation of office of director**

- 57 1 Without prejudice to the provisions of these articles for retirement or removal the office of a director shall be vacated if:
- (a) he is prohibited by law from being a director;
  - (b) he becomes bankrupt or he makes any arrangement or composition with his creditors generally;
  - (c) he is, or may be, suffering from mental disorder and in relation to that disorder either he is admitted to hospital for treatment or an order is made by a court (whether in the United Kingdom or elsewhere) for his detention or for the appointment of some person to exercise powers with respect to his property or affairs and, in either case, the board resolves that his office be vacated;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months and the board resolves that his office be vacated;
  - (e) if for more than six months he is absent (whether or not an alternate director attends in his place), without special leave of absence from the board, from board meetings held during that period and the board resolves that his office be vacated; or

- (f) he gives to the Company notice of his wish to resign, in which event he shall vacate that office on the delivery of that notice to the Company or at such later time as is specified in the notice.

**58 Executive directors**

- 58.1 The board may appoint one or more directors to hold any executive office under the Company (including that of chairman, chief executive or managing director) for such period (subject to the Statutes) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of employment or service between the director and the Company.
- 58.2 The remuneration of a director appointed to any executive office shall be fixed by the board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of his remuneration as a director.
- 58.3 A director appointed as executive chairman, chief executive or managing director shall automatically cease to hold that office if he ceases to be a director but without prejudice to any claim for damages for breach of any contract of employment or service between him and the Company. A director appointed to any other executive office shall not automatically cease to hold that office if he ceases to be a director unless the contract or any resolution under which he holds office expressly states that he shall so cease, in which case that cessation shall be without prejudice to any claim for damages for breach of any contract of employment or service between him and the Company.

**ALTERNATE DIRECTORS**

**59 Power to appoint alternate directors**

- 59.1 Each director may appoint another director or any other person who is willing to act as his alternate and may remove him from that office. The appointment as an alternate director of any person who is not himself a director shall be subject to the approval of a majority of the directors or a resolution of the board
- 59.2 An alternate director shall be entitled to receive notice of all board meetings and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting these articles shall apply as if he were a director.
- 59.3 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to these articles relating to directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director.
- 59.4 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.

- 59.5 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director (otherwise than by retirement at a general meeting of the Company at which he is re-appointed) or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office
- 59.6 Every appointment or removal of an alternate director shall be made by notice given in writing or in a similar way (or in any other manner approved by the board) and shall be effective (subject to article 59.1 above) on delivery at the office or at a board meeting or otherwise on being communicated to the secretary.

## **REMUNERATION, EXPENSES AND PENSIONS**

### **60 Remuneration of directors**

- 60.1 The directors (other than any director who for the time being holds an executive office or employment with the Company or a subsidiary of the Company) shall be paid out of the funds of the Company by way of remuneration for their services as directors such fees not exceeding in aggregate not exceeding £50,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the directors may decide to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable under this article shall be distinct from any remuneration or other amounts payable to a director under other provisions of these articles and shall accrue from day to day.

### **61 Special remuneration**

- 61.1 The board may grant special remuneration to any director who performs any special or extra services to or at the request of the Company.
- 61.2 Any such special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board may decide in addition to any remuneration payable under or in accordance with any other of these articles

### **62 Expenses**

- 62.1 A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from board meetings, committee meetings, general meetings and separate general meetings of the holders of any class shares in the Company. Subject to any guidelines and procedures established from time to time by the board, a director may also be paid out of the funds of the Company all expenses incurred by him in obtaining professional advice in connection with the affairs of the Company or the discharge of his duties as a director.

### **63 Pensions and other benefits**

- 63.1 The board may exercise all the powers of the Company to pay, provide or procure the grant of pensions or other retirement or superannuation benefits and death, disability or other benefits, allowances or gratuities to any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or any such subsidiary

or associated company or the relatives or dependants of any such person. For that purpose the board may procure the establishment and maintenance of, or participate in, or contribute to, any non-contributory or contributory pension or superannuation fund, scheme or arrangement and pay any insurance premiums.

## **POWERS OF THE BOARD**

### **64 General powers of the board to manage Company's business**

- 64.1 The business of the Company shall be managed by the board which may exercise all the powers of the Company, subject to the Statutes, these articles and any special resolution of the Company. No special resolution or alteration of these articles shall invalidate any prior act of the board which would have been valid if the resolution had not been passed or the alteration had not been made.
- 64.2 The powers given by this article shall not be limited by any special authority or power given to the board by any other article or any resolution of the Company.

### **65 Power to act notwithstanding vacancy**

- 65.1 The continuing directors or the sole continuing director at any time may act notwithstanding any vacancy in their number; but, if the number of directors is less than the minimum number fixed by or in accordance with these articles, they or he may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

### **66 Provisions for employees**

- 66.1 The board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries

### **67 Power to borrow money**

- 67.1 The board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (both present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 67.2 The board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (but as regards subsidiary undertakings only so far as by that exercise it can secure) that the aggregate principal amount outstanding at any time in respect of all borrowings by the Group (exclusive of any borrowings which are owed by one Group company to another Group company) after deducting the amount of cash deposited will not, without the previous authority of the Company in general meeting, exceed:
- (a) an amount equal to 3.5 times adjusted capital and reserves; or

- (b) any higher limit fixed by ordinary resolution of the Company which is applicable at the relevant time,

but subject always to article 67.5 below

67.3 In this article:

- (a) “adjusted capital and reserves” means the aggregate of:

- (i) the amount paid up on the allotted share capital of the Company; and
- (ii) the amounts standing to the credit of the reserves of the Group (including share premium account and capital redemption reserve), after adding or deducting any balance standing to the credit or debit of the Group’s profit and loss account,

all as shown in the relevant balance sheet but after:

making such adjustments as may be appropriate in respect of:

- (A) any variation in the amount of the paid up share capital, the share premium account or capital redemption reserve since the date of the relevant balance sheet and so that for this purpose if any proposed allotment of shares by the Company for cash has been underwritten or agreed to be subscribed then these shares shall be deemed to have been allotted and the amount (including any premium) of the subscription moneys payable (not being moneys payable later than six months after the date of allotment) shall be deemed to have been paid up on the date when the issue of the shares was underwritten or agreed to be subscribed (or if the underwriting or subscription agreement was conditional, the date on which it became unconditional);
- (B) any undertaking which was not a subsidiary undertaking at the date of the relevant balance sheet but which would be a subsidiary undertaking if group accounts were prepared as at the relevant time (and as if that time were the end of the Company’s financial year) or any undertaking which was a subsidiary undertaking but which would no longer be so if group accounts were to be so prepared at the relevant time; and
- (C) any variation in the interest of the Company in another Group company since the date of the relevant balance sheet;
- (iii) excluding (so far as not already excluded) minority and other outside interests in any subsidiary undertaking;
- (iv) deducting:
  - (A) the book values of intangible assets except goodwill shown in the relevant balance sheet (as adjusted in accordance with the above provisions of this paragraph); and

- (B) the amount of any distribution declared, recommended or made by any Group company to a person other than another Group company out of profits accrued up to and including the date of (and to the extent not provided for in) the relevant balance sheet; and
  - (v) making such other adjustments (if any) as the auditors may consider appropriate or necessary/board may consider appropriate or necessary and as are approved by the auditors;
- (b) **“borrowings”** include the following except in so far as otherwise taken into account:
  - (i) the principal amount of any debenture (whether secured or unsecured) of a Group company;
  - (ii) the outstanding amount raised by acceptances under an acceptance credit or bills facility opened by a bank or acceptance house on behalf of or in favour of a Group company, excluding acceptances of trade bills relating to goods purchased in the ordinary course of trading;
  - (iii) the nominal amount of any share capital and the principal amount of any debenture or borrowing, the beneficial interest in which is not owned by a Group company, to the extent that their payment or repayment is the subject of a guarantee or indemnity by a Group company;
  - (iv) the principal amount of any share capital (not being equity share capital) of any subsidiary undertaking owned otherwise than by a Group company,
  - (v) any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing; and
  - (vi) any fixed amount in respect of a finance lease payable by any Group company which would be shown at the relevant time as an obligation in a balance sheet and prepared in accordance with the accounting principles used in the preparation of the relevant balance sheet and for this purpose **“finance lease”** means a contract between a lessor and a Group company as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by the lessee or sub-lessee,

but exclude the following:

- (vii) borrowings incurred by a Group company for the purpose of repaying within six months of the borrowing all or part of any borrowings made by it or another Group company, pending their application for that purpose during that period;
- (viii) borrowing incurred by a Group company to finance a contract where a part of the price receivable under the contract by that or another Group company is guaranteed or insured by any government, governmental agency or body or by a person (not being a Group Company) carrying on the business of providing credit insurance up



to an amount equal to that part of the price which is guaranteed or insured;

- (ix) a proportionate amount of the borrowings of a Group company which is not a wholly-owned subsidiary of the Company corresponding to the minority or outside interest in it;
  - (x) borrowings of an undertaking which was not a subsidiary undertaking at the date of the relevant balance sheet, to the extent that those borrowings do not exceed its borrowings outstanding on the date when it became a Group company but only until six months after the date on which the undertaking became a subsidiary undertaking; and
  - (xi) amounts payable under any hire-purchase agreement, credit sale agreement, operating lease or similar agreement which is not a finance lease for the purposes of article 67.3(b)(vi) above;
- (c) “**cash deposited**” means an amount equal to the aggregate for the time being of all cash deposits with any bank or other person (not being a Group company), (whether on current account or otherwise), the realisable value of certificates of governments and companies or other readily realisable deposits owned by any Group company except that in the case of any such items owned by a Group company which is not a wholly-owned subsidiary of the Company, there shall be excluded a proportionate amount of those items corresponding to the minority or outside interests in it;
- (d) “**Group**” means the Company and its subsidiary undertakings from time to time;
- (e) “**Group company**” means any undertaking in the Group; and
- (f) “**relevant balance sheet**” means the audited consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary undertakings comprised in the latest group accounts; and if the Company should prepare its audited consolidated balance sheet on the basis of one accounting convention and a supplementary balance sheet on the basis of another, the audited consolidated balance sheet shall be taken as the relevant balance sheet.

**67.4** For the purposes of any calculation under this article.

- (a) a borrowing denominated or repayable or any cash deposited, in a currency other than sterling shall be translated into sterling:
  - (i) at the London exchange rate for the date as at which the calculation is being made; or
  - (ii) if it would result in a lower figure, at the London exchange rate on the date of the relevant balance sheet,

and for this purpose the “**London exchange rate**” for any date is the spot rate of exchange, quoted at or about 11.00 a.m. on the business day before that date by a bank in London selected by the board; and

- (b) where under the terms of any borrowing the amount of money that would be required to discharge its principal amount in full if it fell to be repaid (at

the option of the borrower or by reason of default) on the date as at which the calculation is being made is less than the amount that would otherwise be taken into account in respect of that borrowing for the purpose of this article, the amount of the borrowing to be taken into account shall be the lesser amount.

67.5 The limit imposed under article 67.2 above shall be deemed not to have been breached until the amount of borrowings has exceeded that limit for 30 consecutive days. This article 67.5 overrides all other provisions of this article.

67.6 A certificate or report by the Company's auditors:

- (a) as to the amount of adjusted capital and reserves or the amount of borrowings; or
- (b) to the effect that the limit imposed under this article was not exceeded or breached at a particular date,

shall be conclusive evidence as to that amount or fact.

67.7 If the Company has joint auditors, references in this article to the Company's auditors are to any of the joint auditors.

67.8 No lender or other person dealing with any Group company need enquire whether the limit imposed under article 67.2 above has been or will be complied with.

67.9 A borrowing or security resulting in a breach of the limit shall not be void nor shall it be voidable at the instance of the Company or any other Group company.

## **DELEGATION OF BOARD'S POWERS**

### **68 Delegation to individual directors**

68.1 The board may entrust to and confer on any director any of its powers, authorities and discretions (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them, but no person dealing in good faith shall be affected by any revocation or variation.

### **69 Committees**

69.1 The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee consisting of such person or persons (whether directors or not) as it thinks fit, provided that the majority of the members of the committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors. The board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the board.

69.2 The proceedings of a committee with two or more members shall be governed by any regulations imposed on it by the board and (subject to such regulations) by these articles regulating the proceedings of the board so far as they are capable of applying.

## **70     Local boards**

- 70.1 The board may establish any local or divisional board or agency for managing any of the affairs of the Company whether in the United Kingdom or elsewhere and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration.
- 70.2 The board may delegate to any local or divisional board, manager or agent any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members of any local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies.
- 70.3 Any appointment or delegation under this article may be made on such terms and subject to such conditions as the board thinks fit and the board may remove any person so appointed, and may revoke or vary any delegation, but no person dealing in good faith shall be affected by the revocation or variation.

## **71     Powers of attorney**

- 71.1 The board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this article and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

## **DIRECTORS' INTERESTS**

### **72     Declaration of directors' interests**

- 72.1 Subject to the Statutes, a director shall not be disqualified by his office from entering into any contract with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as seller, buyer or otherwise
- 72.2 Subject to the interest of the director being duly declared in accordance with article 72.8 below,
- (a) a transaction or arrangement entered into by or on behalf of the Company; or
  - (b) a proposed transaction or arrangement with the Company,
- in which any director is in any way interested shall not be liable to be avoided, nor shall any director so interested be liable to account to the Company for any benefit resulting from the transaction or arrangement, by reason of the director holding that office or of the fiduciary relationship established by his holding that office.
- 72.3 A director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the Statutes) and on such terms as the board may decide and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board may decide, either in addition to or in lieu of any remuneration under any other provision of these articles.

- 72.4 A director may be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any other company in which the Company may be interested and shall not be liable to account to the Company for any benefit received by him as a member or director of, or holder of any other office or place of profit under, or his other interest in, that company.
- 72.5 The board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company).
- 72.6 A director may act by himself or his firm in a professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- 72.7 The board may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability incurred by him in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his holding of a relevant office; and for this purpose "relevant office" means that of director, officer or employee in relation to the Company or any company which is or was a subsidiary undertaking of or associated with the Company or any predecessor in business of the Company or any such subsidiary undertaking or associated company, or that of trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of the Company or any such subsidiary undertaking or associated company.
- 72.8 A director shall, subject to sub-section 177(6) of the 2006 Act, be required to disclose all interests whether or not material in any transaction or arrangement referred to in article 72.2 above and the declaration of interest must (in the case of a transaction or arrangement referred to in article 72.2(a)) and may (in the case of a transaction or arrangement referred to in article 72.2(b)), but need not, be made:
- (a) at a meeting of the directors, or
  - (b) by notice to the directors in accordance with:
    - (i) section 184 of the 2006 Act (notice in writing); or
    - (ii) section 185 of the 2006 Act (general notice)
- 72.9 The directors may resolve that any situation referred to in article 72.2 and disclosed to them in accordance with that article shall also be subject to such terms as they may determine including the terms referred to in articles 73.4 (a) to (d).
- 73 Directors' interests other than in relation to transactions or arrangements with the Company**
- 73.1 For the purposes of section 175 of the 2006 Act, the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he

has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. For these purposes references to a conflict of interest includes a conflict of interest and duty and a conflict of duties. This article does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company.

73.2 Authorisation of a matter under this article shall be effective only if:

- (a) the matter in question shall have been proposed in writing (giving full particulars of the relevant situation) for consideration at a meeting of the directors, in accordance with the board's normal procedures or in such other manner as the directors may approve,
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the "interested directors"); and
- (c) the matter was agreed to without the interested directors voting or would have been agreed to if the votes of the interested directors had not been counted.

73.3 Any authorisation of a matter in accordance with this article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

73.4 Any authorisation of a matter under this article shall be subject to such terms as the directors may determine, whether at the time that authorisation is given or subsequently, and may be terminated by the directors at any time. Those terms may include terms that the relevant directors:

- (a) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him otherwise than by virtue of his position as a director, if to do so would breach any duty of confidentiality to a third party;
- (b) may be required by the Company to maintain in the strictest confidence any confidential information relating to the Company which also relates to the situation as a result of which the conflict arises (the "conflict situation");
- (c) may be required by the Company not to attend any part of a meeting of the directors at which any matter which may be relevant to the conflict situation is to be discussed, and not to view any board papers relating to such matters; and
- (d) shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of the conflict situation.

A director shall comply with any obligation imposed on him by the directors as a term of any such authorisation.

73.5 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under this article and any contract, transaction or arrangement relating to any such matter shall not be liable to be avoided on the grounds of any such benefit.

## **74     Voting by interested directors**

- 74.1 A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.
- 74.2 A director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any contract or arrangement or other proposal in which he has an interest which (together with any interest of any connected person of his) is to his knowledge a material interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:
- (a) any contract in which he is interested by virtue of an interest in shares, debentures or other securities of the Company or otherwise in or through the Company,
  - (b) the giving of any guarantee, security or indemnity in respect of:
    - (i) money lent or obligations incurred by him or by any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings; or
    - (ii) a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part (either alone or jointly with others) under a guarantee or indemnity or by the giving of security;
  - (c) any issue or offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings in respect of which he is or may be entitled to participate in his capacity as a holder of any such securities or as an underwriter or sub-underwriter;
  - (d) any contract concerning any other company in which he and any connected persons do not to his knowledge hold an interest in shares (within the meaning of Part 22 of the 2006 Act) representing one per cent or more of any class of the equity share capital of that company or of the voting rights available to members of that company;
  - (e) any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to him any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and

- (f) the purchase or maintenance of insurance for the benefit of directors or for the benefit of persons including directors.

For the purposes of this paragraph a person is a “connected person” in relation to a director if that person is deemed to be connected with that director within the meaning of section 252(2) of the 2006 Act.

## **75 Further provisions**

75.1 For the purposes of articles 72, 73 and 74 inclusive:

- (a) an interest of a person who is, for any purpose of the 2006 Act (excluding any such modification of the 2006 Act not in force when these articles became binding on the Company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director otherwise has; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

75.2 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

75.3 If any question arises at any meeting as to the materiality of an interest of a director (other than the chairman of the meeting) or as to the entitlement of any director (other than the chairman of the meeting) to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman, so far as known to him, has not been fairly disclosed.

75.4 In this article references to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.

## **PROCEEDINGS OF THE BOARD**

### **76 Board meetings**

76.1 The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary at the request of a director at any time shall, summon a board meeting.

### **77 Notice of board meetings**

77.1 Notice of a board meeting shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or given in writing or in a similar way

to him at his last known address or facsimile number or any other address or facsimile number given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request the board that notices of board meetings shall during his absence be given in writing or in a similar way to him (or to his alternate) at an address or facsimile number given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively.

## **78 Quorum**

- 78.1 The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be two. Subject to these articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the end of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

## **79 Chairman or deputy chairman to preside**

- 79.1 The board may appoint a chairman and one or more deputy chairman or chairmen and may at any time revoke any such appointment.
- 79.2 The chairman, or failing him any deputy chairman (the longest in office taking precedence, if more than one is present), shall, if present and willing, preside at all board meetings but, if no chairman or deputy chairman has been appointed, or if he is not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chairman of the meeting, the directors present shall choose one of their number to act as chairman of the meeting.

## **80 Competence of meetings**

- 80.1 A board meeting at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

## **81 Voting**

- 81.1 Questions arising at any board meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

## **82 Telephone meetings**

- 82.1 A board meeting may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- (a) to hear each of the other participating directors addressing the meeting; and
  - (b) if he so wishes, to address all of the other participating directors simultaneously,



whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or developed subsequently) or by a combination of such methods.

- 82.2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of article 65.
- 82.3 A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

### **83 Resolutions in writing**

- 83.1 A resolution in writing signed or approved by all the directors entitled to notice of a board meeting shall be as valid and effectual as if it had been passed at a board meeting duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this article:
- (a) the signature or approval of an alternate director (if any) entitled to notice of a board meeting shall suffice in place of the signature of the director appointing him; and
  - (b) the approval of a director or alternate director shall be given in writing or in a similar way

### **84 Validity of acts of directors in spite of formal defect**

- 84.1 All acts *bona fide* done by a meeting of the board, or of a committee, or by any person acting as a director or a member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or of the person so acting, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified to be a director and had continued to be a director or member of the committee and had been entitled to vote.

### **85 Minutes**

- 85.1 The board shall cause minutes to be made in books kept for the purpose of:
- (a) all appointments of officers made by the board;
  - (b) the names of all the directors present at each meeting of the board and of any committee; and
  - (c) all resolutions and proceedings of all meetings of the Company and of any class of members, and of the board and of any committee.

## **SHARE CERTIFICATES**

### **86 Issue of certificates**

- 86.1 A person whose name is entered in the register as the holder of any certificated shares shall be entitled (unless the conditions of issue otherwise provide) to receive

one certificate for those shares, or one certificate for each class of those shares and, if he transfers part of the shares represented by a certificate in his name, or elects to hold part in uncertificated form, to receive a new certificate for the balance of those shares, but no certificate shall be issued to any member who is a market nominee unless it specifically requests the Company to issue one.

- 86.2 In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names, and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all.
- 86.3 Every share certificate shall be issued under seal (by affixing the seal to, or printing the seal or a representation of it on, the certificate) and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares.
- 86.4 A share certificate may be given to a member in accordance with the provisions of these articles on notices.

**87 Charges for and replacement of certificates**

- 87.1 Except as expressly provided to the contrary in these articles, no fee shall be charged for the issue of a share certificate.
- 87.2 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate issued.
- 87.3 If any member surrenders for cancellation a certificate representing shares held by him and requests the Company to issue two or more certificates representing those shares in such proportions as he may specify, the board may, if it thinks fit, comply with the request on payment of such fee (if any) as the board may decide.
- 87.4 If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence, indemnity and security for such indemnity as the board may think fit and on payment of any exceptional expenses of the Company incidental to its investigation of the evidence and preparation of the indemnity and security and, if damaged or defaced, on delivery up of the old certificate.
- 87.5 In the case of joint holders of a share a request for a new certificate under any of the preceding paragraphs of this article may be made by any one of the joint holders unless the certificate is alleged to have been lost, stolen or destroyed

**LIEN ON SHARES**

**88 Lien on partly paid shares**

- 88.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether or not due) in respect of that share. The lien shall extend to every amount payable in respect of that share.
- 88.2 The board may at any time either generally or in any particular case declare any share to be wholly or partly exempt from this article. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on that share.

## **89     Enforcement of lien**

- 89.1 The Company may sell any share subject to a lien in such manner as the board may decide if an amount payable on the share is due and is not paid within fourteen clear days after a notice has been given to the holder or any person entitled by transmission to the share demanding payment of that amount and giving notice of intention to sell in default.
- 89.2 To give effect to any sale under this article, the board may authorise some person to transfer the share sold to, or as directed by, the purchaser. The purchaser shall not be bound to see to the application of the purchase money nor shall the title of the new holder to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale.
- 89.3 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and any residue shall (subject to a like lien for any amounts not presently due as existed on the share before the sale), on surrender of the certificate for the shares sold, be paid to the holder or person entitled by transmission to the share immediately before the sale.

## **CALLS ON SHARES**

### **90     Calls**

- 90.1 Subject to the terms of allotment, the board may make calls on the members in respect of any moneys unpaid on their shares (whether in respect of nominal amount or premium) and each member shall (subject to his receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the board may decide.
- 90.2 Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the board authorising that call is passed.
- 90.3 A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.
- 90.4 The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

### **91     Interest on calls**

- 91.1 If a call is not paid before or on the due date for payment, the person from whom it is due shall pay interest on the amount unpaid, from the due date for payment to the date of actual payment, at such rate as the board may decide, but the board may waive payment of the interest, wholly or in part.

### **92     Sums treated as calls**

- 92.1 A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, shall for all purposes of these articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, these articles shall apply as if that sum had become payable by virtue of a call.

**93     Power to differentiate**

- 93.1 On any issue of shares the board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares

**94     Payment of calls in advance**

- 94.1 The board may, if it thinks fit, receive all or any part of the moneys payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any moneys so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the board and the member paying the sum in advance.

**FORFEITURE OF SHARES**

**95     Notice of unpaid calls**

- 95.1 If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the board may give a notice to the holder requiring him to pay so much of the call or instalment as remains unpaid, together with any accrued interest.
- 95.2 The notice shall state a further day, being not less than fourteen clear days from the date of the notice, on or before which, and the place where, payment is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.
- 95.3 The board may accept a surrender of any share liable to be forfeited.

**96     Forfeiture on non-compliance with notice**

- 96.1 If the requirements of a notice given under the preceding article are not complied with, any share in respect of which it was given may (before the payment required by the notice is made) be forfeited by a resolution of the board. The forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.
- 96.2 If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission, and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register; but no forfeiture shall be invalidated by any omission to give such a notice or to make such an entry.

**97     Power to annul forfeiture or surrender**

- 97.1 The board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender on payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit

**98     Disposal of forfeited or surrendered shares**

- 98.1 Every share which is forfeited or surrendered shall become the property of the Company and (subject to the Statutes) may be sold, re-allotted or otherwise

disposed of, on such terms and in such manner as the board shall decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. The board may for the purposes of a disposal authorise some person to transfer the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the share has been disposed of.

- 98 2 A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The person to whom the share has been disposed of shall not be bound to see to the application of the consideration for the disposal (if any) nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share

**99 Arrears to be paid notwithstanding forfeiture or surrender**

- 99 1 A person any of whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered share and shall surrender to the Company for cancellation any certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the board) to pay to the Company all moneys payable by him on or in respect of that share at the time of forfeiture or surrender, together with interest from the time of forfeiture or surrender until payment at such rate as the board shall decide, in the same manner as if the share had not been forfeited or surrendered. He shall also be liable to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender. No deduction or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal.

**UNTRACED MEMBERS**

**100 Sale of shares of untraced members**

- 100.1 The Company may sell any share of a member, or any share to which a person is entitled by transmission, by giving to a person authorised to conduct business on the London Stock Exchange an instruction to sell it at best, if:
- (a) during a period of twelve years at least three cash dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with article 107;
  - (b) during that period of twelve years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means of a funds transfer system has been paid and no communication has been received by the Company from the member or the person entitled by transmission to the share;
  - (c) on or after the expiry of that period of twelve years the Company has published advertisements both in a national newspaper and in a newspaper circulating in the area in which the last known address of the member or

person entitled by transmission to the share or the address at which notices may be given in accordance with these articles is located, in each case giving notice of its intention to sell the share;

- (d) during the period of three months following the publication of those advertisements and after that period until the exercise of the power to sell the share, the Company has not received any communication from the member or the person entitled by transmission to the share, and
- (e) the Company has given notice to the Financial Services Authority of its intention to sell the share.

100.2 The Company's power of sale shall extend to any further share which, on or before the date of publication of the first of any advertisement in accordance with article 100.1(c) above, is issued in right of a share to which article 100.1(c) applies (or in right of any share to which this article applies) if the conditions set out in article 100.1 (b) to (e) are satisfied in relation to the further share (but as if the references to a period of twelve years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).

100.3 To give effect to any sale, the board may authorise some person to transfer the share to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money, nor shall the title of the new holder to the share be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

#### **101 Application of proceeds of sale**

101.1 The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.

101.2 Pending payment of the net proceeds of sale to that person, the proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the board may from time to time decide.

101.3 No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any moneys earned on the net proceeds.

### **SECRETARY**

#### **102 Secretary**

102.1 The secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it thinks fit, and the board may remove from office any person so appointed (without prejudice to any claim for damages for breach of any contract between him and the Company).

### **SEAL**

#### **103 Seal**

103.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the board.

- 103.2 The board shall provide for the safe custody of every seal of the Company.
- 103.3 A seal shall be used only by the authority of the board or a duly authorised committee but that authority may consist of an instruction or approval given by letter, facsimile transmission or telephone by a majority of the directors or of the members of a duly authorised committee
- 103.4 The board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that any such signature shall be dispensed with.
- 103.5 Unless otherwise decided by the board:
- (a) certificates for shares, debentures or other securities of the Company issued under seal need not be signed; and
  - (b) every other instrument to which a seal is applied shall be signed by at least one authorised person in the presence of a witness who attests the signature.
- 103.6 For the purposes of this article, an authorised person is:
- (a) any director of the Company;
  - (b) the company secretary; or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **DIVIDENDS**

### **104 Declaration of dividends by the Company**

- 104.1 The Company may, by ordinary resolution, declare a dividend to be paid to the members, according to their respective rights and interests in the profits, and may fix the time for payment of any such dividend, but no dividend shall exceed the amount recommended by the board.

### **105 Fixed and interim dividends**

- 105.1 The board may pay such interim dividends as appear to the board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss any such holder may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

### **106 Calculation and currency of dividends**

- 106.1 Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up

on a share in advance of calls shall be treated for the purposes of this article as paid up on the share;

- (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and
- (c) dividends may be declared or paid in any currency.

106.2 The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved

#### **107 Method of payment**

107.1 The Company may pay any dividend or other sum payable in respect of a share in cash or by cheque, dividend warrant, or money order and may send cheques, warrants or orders by post to the registered address of the holder or in the case of joint holders to the registered address of that person whose name stands first in the register, or to such person and address as the holder or joint holders may direct in writing. Every cheque, warrant or order is sent at the risk of the person or persons entitled to the money represented by it and shall be made payable to such person or persons or as he or they may direct in writing and the payment of the cheque, warrant or order shall be a good discharge to the Company.

107.2 In addition, any such dividend or other sum may be paid by a bank or other funds transfer system or by such other means and to or through such person as the holder or joint holders may direct in writing, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or when it has acted on any such direction.

107.3 Any joint holder or other person jointly entitled to any share may give an effective receipt for all dividends and other moneys paid in respect of the share.

107.4 Any dividend or other sum payable in respect of any share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

#### **108 Dividends not to bear interest**

108.1 No dividend or other moneys payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

#### **109 Calls or debts may be deducted from dividends**

109.1 The board may deduct from any dividend or other moneys payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from him (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares of the Company.



## **110 Unclaimed dividends etc**

110.1 All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years after having become due for payment shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

## **111 Uncashed dividends**

111 1 If:

- (a) a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with article 107 is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system, a new account, for that person; or
- (b) such a payment is left uncashed or returned to the Company on two consecutive occasions,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system, details of the account, to be used for the purpose.

## **112 Dividends in specie**

112.1 With the authority of an ordinary resolution of the Company and on the recommendation of the board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company.

112.2 Where any difficulty arises with the distribution, the board may settle the difficulty as it thinks fit and, in particular, may issue fractional certificates (or ignore fractions), fix the value for distribution of the specific assets or any part of them, determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution and vest any of the specific assets in trustees on such trusts for the persons entitled to the dividend as the board may think fit.

## **113 Scrip dividends**

113 1 The board may, with the authority of an ordinary resolution of the Company, offer any holders of ordinary shares the right to elect to receive further ordinary shares, credited as fully paid, instead of cash in respect of all (or some part) of any dividend specified by the ordinary resolution (a "scrip dividend") in accordance with the following provisions of this article.

113.2 The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but that period may not end later than five years after the date of the meeting at which the ordinary resolution is passed.

- 113.3 The basis of allotment shall be decided by the board so that, as nearly as may be considered convenient, the value of the further ordinary shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid (disregarding the amount of any associated tax credit).
- 113.4 For the purposes of article 113.3 above the value of the further ordinary shares shall be:
- (a) equal to the average middle-market quotation for a fully paid share of the relevant class, adjusted if necessary for the proposed dividend, as shown in the Daily Official List published by the London Stock Exchange for the five business days immediately preceding or following the announcement of the cash dividend to which the scrip dividend relates, as the board may decide; or
  - (b) calculated in such manner as may be determined by or in accordance with the ordinary resolution.
- 113.5 The board shall give notice to the holders of ordinary shares of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.
- 113.6 The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further ordinary shares shall be allotted in accordance with elections duly made and the board shall capitalise a sum equal to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the board may consider appropriate.
- 113.7 The further ordinary shares so allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue except as regards participation in the relevant dividend
- 113.8 The board may decide that the right to elect for any scrip dividend shall not be made available to members resident in any territory where, in the opinion of the board, compliance with local laws or regulations would be unduly onerous.
- 113.9 The board may do all acts and things as it considers necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any ordinary shares in accordance with the provisions of this article, and may make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned). To the extent that the entitlement of any holder of ordinary shares in respect of any dividend is less than the value of one new ordinary share (as determined for the basis of any scrip dividend) the board may also from time to time establish or vary a procedure for such entitlement to be accrued and aggregated with any similar entitlement for the purposes of any subsequent scrip dividend.
- 113.10 The board may from time to time establish or vary a procedure for election mandates, under which a holder of ordinary shares may, in respect of any future dividends for which a right of election in accordance with this article is offered, elect to receive ordinary shares in lieu of such dividend on the terms of that mandate.
- 113.11 The board shall not make a scrip dividend available unless the Company has sufficient undistributed profits or reserves to give effect to elections which could

be made to receive that scrip dividend.

## **CAPITALISATION OF RESERVES**

### **114 Capitalisation of reserves**

114.1 The board may, with the authority of an ordinary resolution of the Company:

- (a) resolve to capitalise any sum standing to the credit of any reserve account of the Company (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account not required for the payment of any preferential dividend (whether or not it is available for distribution); and
- (b) appropriate that sum as capital to the holders of ordinary shares in proportion to the nominal amount of the ordinary share capital held by them respectively and apply that sum on their behalf in paying up in full shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions or in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with any such sum as directed by the resolution provided that the share premium account and the capital redemption reserve and any sum not available for distribution in accordance with the Statutes may only be applied in paying up shares to be allotted credited as fully paid up

114.2 Where any difficulty arises in respect of any distribution of any capitalised reserve or other sum, the board may settle the difficulty as it thinks fit and in particular may make such provisions as it thinks fit in the case of shares or debentures becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than the members concerned) or ignore fractions and may fix the value for distribution of any fully paid up shares or debentures and may determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution, and may vest any shares or debentures in trustees on such trusts for the persons entitled to share in the distribution as the board may think fit.

114.3 The board may also authorise any person to sign on behalf of the persons entitled to share in the distribution a contract for the acceptance by those persons of the shares or debentures to be allotted to them credited as fully paid under a capitalisation and any such contract shall be binding on all those persons.

### **115 Capitalisation of reserves: employees' share schemes**

115.1 This article (which is without prejudice to the generality of the provisions of the immediately preceding article) applies

- (a) where a person is granted in accordance with an employees' share scheme a right to subscribe for shares in the Company in cash at a subscription price less than their nominal value; and
- (b) where, in accordance with an employees' share scheme, the terms on which any person is entitled to subscribe in cash for shares in the Company are adjusted as a result of a capitalisation issue, rights issue or other variation

of capital so that the subscription price is less than their nominal value.

115.2 In any such case the board:

- (a) shall transfer to a reserve account a sum equal to the deficiency between the subscription price and the nominal value of the shares (the “cash deficiency”) from the profits or reserves of the Company which are available for distribution and not required for the payment of any preferential dividend; and
- (b) (subject to article 115.4 below) shall not apply that reserve account for any purpose other than paying up the cash deficiency on the allotment of those shares.

115.3 Whenever the Company is required to allot shares in accordance with such a right to subscribe, the board shall (subject to the Statutes) appropriate to capital out of the reserve account an amount equal to the cash deficiency applicable to those shares, apply that amount in paying up the deficiency on the nominal value of those shares and allot those shares credited as fully paid to the person entitled to them.

115.4 If any person ceases to be entitled to subscribe for shares as described above, the restrictions on the reserve account shall cease to apply in relation to such part of the account as is equal to the amount of the cash deficiency applicable to those shares.

115.5 No right shall be granted under any employees’ share scheme under article 115.1(a) above and no adjustment shall be made as mentioned in article 115.1(b) above unless there are sufficient profits or reserves of the Company available for distribution and not required for the payment of any preferential dividend to permit the transfer to a reserve account in accordance with this article of an amount sufficient to pay up the cash deficiency applicable to the shares concerned.

## **RECORD DATES**

### **116 Fixing of record dates**

116.1 Notwithstanding any other of these articles, but without prejudice to any rights attached to any shares, the Company or the board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.

116.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

## **ACCOUNTS**

### **117 Accounting records**

117.1 The board shall cause accounting records of the Company to be kept in accordance with the Statutes.

117.2 No member (as such) shall have any right of inspecting any account, book or

document of the Company, except as conferred by law or authorised by the board or by any ordinary resolution of the Company.

- 117.3 The Company may send summary financial statements to members instead of copies of its full accounts and reports

## **NOTICES**

### **118 Notices to be in writing**

- 118.1 Any notice to be given to or by any person under these articles shall be in writing (which, for the avoidance of doubt, shall be deemed to include a notice given in electronic form or by website communication) except where otherwise expressly stated.

### **119 Delivery of notices**

- 119.1 A notice or other shareholder information may be given by the Company to any member or person nominated by a member to receive shareholder information either personally or by sending it through the post addressed to the member at his registered address or by leaving it at that address addressed to the member or by sending or supplying it in electronic form or by website communication in accordance with article 121 or by any other means authorised by the member concerned
- 119.2 In the case of joint holders of a share, delivery of any notice or other shareholder information to the joint holder who is named first in the register in respect of the joint holders shall be sufficient delivery to all the holders of the share.
- 119.3 A member or person nominated to receive shareholder information whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address but, unless he does so, shall not be entitled to receive any notice from the Company. Any member or person nominated by a member to receive shareholder information whose address in the register is not within the United Kingdom and who gives to the Company an address for the purposes of receipt of communications in electronic form may, at the absolute discretion of the board, have notices served on him at that address.

### **120 Notice by advertisement**

- 120.1 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national newspaper. In any such case the Company shall send confirmatory copies of the notice by post if at least six clear days before the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

### **121 Notice in electronic form or by means of website communication**

- 121.1 Notices or other shareholder information may be communicated by the Company in electronic form or by means of a website communication as set out in these articles.

121.2 Subject to the provisions of the Statutes, any notice or other shareholder information (excluding a share certificate) will be validly sent or supplied if sent or supplied by the Company to any member or person nominated by a member to receive shareholder information in electronic form if that person has agreed (generally or specifically) or if the member is a company and it is deemed by the Statutes to have agreed that the communication may be sent or supplied in that form and

- (a) the notice or other shareholder information is sent using electronic means (as that term is used in section 1168 of the 2006 Act) to such address (or to one of such addresses if more than one) as may for the time being be notified by the member to the Company (generally or specifically) for that purpose or, if the intended recipient is a company, to such address as may be deemed by a provision of the Statutes to have been so specified;
- (b) the notice or other shareholder information is sent or supplied in electronic form by hand, handed to the recipient or sent or supplied to an address to which it could validly be sent if it were in hard copy form; and
- (c) in each case that person has not revoked the agreement.

121.3 Subject to the provisions of the Statutes any notice or other shareholder information (excluding a share certificate) will be validly sent or supplied by the Company if it is made available by means of a website communication where that person has agreed or is deemed by the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to him in that manner and.

- (a) that person has not revoked the agreement;
- (b) that person is notified in a manner for the time being agreed for the purpose between that person and the Company of:
  - (i) the publication of the notice or other shareholder information on a website;
  - (ii) the address of that website; and
  - (iii) the place on that website where the notice or other shareholder information may be accessed and how it may be accessed;
- (c) the notice or other shareholder information continues to be published on the website throughout the period specified in the 2006 Act; and
- (d) the notice or other shareholder information is published on the website throughout the period referred to in article 121.3(c) above provided that if the notice or other shareholder information is published on that website for a part but not all of that period, the notice or other shareholder information will be treated as published throughout that period if the failure to publish the notice or other shareholder information throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid

121.4 Any provision of this article which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by

only one and not all of the joint holders of any shares held in joint names

- 121.5 Where in accordance with these articles a member is entitled or required to give or send to the Company a notice in writing, the Company may, if it in its absolute discretion so decides, (or shall, if it is deemed to have so agreed by any provision of the Statutes) permit those notices (or specified classes of them) to be sent to the Company by such means of electronic communication as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company, so as to be received at such address as may for the time being be specified (or deemed by the Statutes to be specified) by the Company (generally or specifically) for the purpose. Any means of so giving or sending those notices by electronic communication shall be subject to any terms, limitations, conditions or restrictions that the board may from time to time prescribe.

## **122 Evidence of delivery**

- 122.1 Any notice or other shareholder information, if sent by first class post, shall be deemed to have been given or sent on the day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been given or sent on the second day following that on which the envelope containing it is put into the post and in proving such delivery it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or shareholder information was properly addressed, prepaid and put into the post.
- 122.2 Any notice or other shareholder information not sent by post but left at a registered address or address for delivery in the United Kingdom shall be deemed to have been given on the day it was so left.
- 122.3 Where notice is given by way of newspaper advertisement, that notice shall be deemed to have been duly given to each member or person entitled to receive it at noon on the day when the advertisement appears or, if it appears on different days, at noon on the first of the days when it appears.
- 122.4 Any notice or other shareholder information given or sent by the Company by electronic means (as that term is used in section 1168 of the 2006 Act) shall be deemed to have been given on the same day as it was sent to an address supplied by the member or person nominated by the member to receive shareholder information, and, in the case of the publication of a notice or other shareholder information by website communication, shall be deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website in accordance with article 121.3(b).
- 122.5 A member present, either in person or by proxy, at any meeting of the Company or class of members of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.
- 122.6 Every person who becomes entitled to a share shall be bound by every notice (other than a notice in accordance with section 793 of the 2006 Act) in respect of that share which before his name is entered in the register was given to the person from whom he derives his title to the share.

### **123 Record date for delivery**

- 123.1 For the purposes of giving notices of meetings or other shareholder information, whether under section 310(1) of the 2006 Act, any other Statute, a provision in these articles or any other instrument, the Company may determine that persons entitled to receive those notices or other shareholder information are those persons entered on the register at the close of business on a day determined by it.
- 123.2 The day determined by the Company under article 123.1 above may not be more than twenty-one days before the day that the notice of the meeting or other shareholder information is sent.
- 123.3 For the purposes of determining which persons are entitled to attend or vote at a meeting, and how many votes those persons may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the start of the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting.
- 123.4 Changes to entries on the register after the time specified by virtue of article 123.3 above shall be disregarded in determining the rights of any person to attend or vote at the meeting, notwithstanding any provisions in the Statutes or these articles of association to the contrary.

### **124 Delivery of notice to person entitled by transmission**

- 124.1 Where a person is entitled by transmission to a share, any notice or other shareholder information shall be given to him, as if he were the holder of that share and his address noted in the register were his registered address. In any other case, any notice or other shareholder information given to any member in accordance with these articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly given in respect of any share registered in the name of that member as sole or joint holder.

## **DESTRUCTION OF DOCUMENTS**

### **125 Destruction of documents**

- 125.1 The board may authorise or arrange the destruction of documents held by the Company as follows:
- (a) at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;
  - (b) at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;
  - (c) at any time after the expiration of two years from the date of recording them, all dividend mandates and notifications of change of address; and
  - (d) at any time after the expiration of one year from the date of actual payment, all paid dividend warrants and cheques.



125.2 It shall conclusively be presumed in favour of the Company that:

- (a) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;
- (b) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- (c) every share certificate so destroyed was a valid certificate duly and properly cancelled;
- (d) every other document mentioned in article 125.1 above so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and
- (e) every paid dividend warrant and cheque so destroyed was duly paid.

125.3 The provisions of article 125.2 above shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.

125.4 Nothing in this article shall be construed as imposing on the Company or the board any liability in respect of the destruction of any document earlier than as stated in article 125.1 above or in any other circumstances in which liability would not attach to the Company or the board in the absence of this article.

125.5 References in this article to the destruction of any document include references to its disposal in any manner.

## **WINDING UP**

### **126 Powers to distribute in specie**

126.1 If the Company is in liquidation, the liquidator may, with the authority of a resolution of the Company and any other authority required by the Statutes:

- (a) divide among the members in specie the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members; or
- (b) vest the whole or any part of the assets in trustees on such trusts for the benefit of members as the liquidator, with the same sanction, shall think fit but no member shall be compelled to accept any assets on which there is any liability.

## **INDEMNITY**

### **127 Indemnity of officers**

127.1 Subject to the Statutes, every director or other officer (excluding an auditor) of the Company shall be indemnified out of the assets of the Company against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office but:

- (a) this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
  - (b) this indemnity is subject to such officer taking all reasonable steps to effect any such recovery, to the intent that the indemnity shall not apply where an alternative right of recovery is available and capable of being enforced.
- 127.2 The Company may also indemnify, out of the assets of the Company, any director of the Company where the Company acts as trustee of a pension scheme, against liability incurred by him in connection with the Company's activities as trustee of that scheme.
- 127.3 Subject to section 206 of the 2006 Act, the Company may also provide a director with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under section 197 of the 2006 Act to enable a director to avoid incurring any such expenditure.

## **NOMINATION NOTICES**

### **128 Nomination notices**

- 128.1 The Company may prescribe the form and content of nomination notices. Unless the Company prescribes otherwise, a nomination notice shall:
- (a) state the name and address of the person nominated;
  - (b) confirm that the member holds shares in the Company on behalf of the person nominated by the nomination notice;
  - (c) specify whether the person nominated wishes to receive shareholder information in hard copy form, in electronic form or by website communication and include any further information which the Company will need in order to use the means of communication specified;
  - (d) indicate whether the information rights are to be enjoyed only by the person nominated, or whether the member giving the notice may also continue to enjoy them,
  - (e) specify the date from which it is to take effect;
  - (f) specify the date on which it is to cease to have effect, or that it is to have effect until further notice or until the member concerned transfers or ceases to hold any shares in the Company, and
  - (g) be executed by or on behalf of the member and the person nominated.
- 128.2 Subject to these articles, the Company shall give effect to any nomination notice received by it in accordance with these articles but in accordance with section 146(5) of the 2006 Act shall not be obliged to act on a nomination purporting to relate to certain information rights only.

128.3 A nomination made by nomination notice shall cease to have effect:

- (a) in accordance with its terms; or
- (b) in accordance with sections 148(3), 148(5) or 148(7) of the 2006 Act.

128.4 If the Company receives a document which purports to be a nomination notice but which does not contain the required information or which is not given in the form prescribed by the Company, the Company shall give effect to it in accordance with section 147(5) of the 2006 Act to the extent that it is able to do so and shall notify the member that it is incomplete (and in what respect it is incomplete) and that the Company cannot give full effect to it in its present form.

128.5 The Company shall be entitled to treat a nomination notice as surviving a subdivision, consolidation or reclassification of the Company's share capital.

## **129 Record of nomination notices**

129.1 The Company shall keep a record of all nomination notices which are in force.

129.2 The Company shall provide any member, on request and without charge, with a copy of the records of nomination notices given by that member in so far as it is able to do so.

129.3 The Company may fix a record date for the enjoyment of information rights or for the circulation of shareholder information to persons nominated by nomination notices

129.4 Anything to be carried out by the Company in articles 129.1 and 129.2 above may instead be carried out by the Company through its agents.

## **SCHEME OF ARRANGEMENT**

### **130. Scheme of Arrangement**

- (A) In this Article, the "Scheme" means the scheme of arrangement under Part 26 of the Companies Act 2006 dated 3 December 2013 between the Company and Scheme Shareholders (in its form at that date or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by the Company and Autodesk Development), and save as defined in this Article expressions defined in the Scheme (as it may be modified or amended in accordance with its terms) shall have the same meanings in this Article.
- (B) If the Company issues any Delcam Shares to any person, other than to Autodesk Development or its nominee(s) after the adoption of this Article and on or before the Scheme Record Time such shares shall be subject to the terms of the Scheme (and shall be Scheme Shares for the purposes of the Scheme) and the original or any subsequent holder or holders of such shares shall be bound by the Scheme accordingly.
- (C) Notwithstanding any of the provisions of these Articles and subject to the Scheme and Capital Reduction becoming effective, if the Company issues any Delcam Shares to any person other than to Autodesk Development or to any person identified by written notice to the Company by Autodesk Development as its nominee(s) (a "New Member") after the Scheme (the "Post-Scheme Shares"), such Post-Scheme Shares will be immediately transferred to Autodesk Development or as Autodesk Development may direct in consideration for and conditional upon the payment by Autodesk Development to the New Member of such consideration as would have been payable to such New Member pursuant to

the Scheme (as it may be modified or amended in accordance with its terms) for each such Post-Scheme Share as if it were a Scheme Share.

- (D) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) after the Effective Date, the amount of consideration per share to be paid under Article 130(C) above shall be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly
- (E) In order to give effect to any transfer required by Article 130(C) and/or Article 130(D) above, the Company may appoint any person as agent for the New Member to transfer the Post-Scheme Shares to Autodesk Development and/or its nominee(s) and do all such other things and execute and deliver all such documents as may, in the opinion of the agent, be necessary or desirable to vest the Post-Scheme Shares in Autodesk Development or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as Autodesk Development may direct. If such an agent is so appointed, the New Member shall not thereafter (except to the extent that such an agent fails to act in accordance with the directions of Autodesk Development) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by Autodesk Development. The Company may give good receipt for the purchase price of the Post-Scheme Shares and may register Autodesk Development as holder thereof and issue it certificates of the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. Autodesk Development shall, or shall procure that, the requisite consideration as set out in Article 130(C) above is settled with such New Member within 14 days of the date on which the Post-Scheme Shares are issued to the New Member (or any subsequent holder or any nominee of such New Member of any such subsequent holder)

.....  
CHAIRMAN